

CANFIELD MAY FIGHT POLICE.

Gambler's Lawyer Says Ex-Justice Fursman Will Be Counsel in Case Legal Suit Is Brought Over Recent Raid.

JEROME'S VIEW OF CASE.

Thinks Walbaum and Burbridge Won't Tackle the Police for Their Nocturnal Call, and Is Inclined to Ridicule Their Threat.

It is not unlikely that Richard Canfield will take legal action to determine the right of the police to make a raid such as was made on his gambling-house in Forty-fourth street last Monday night. If he does he will move independently of Frank Farrell, William Burbridge and Gottfried Walbaum, who have put their case in the hands of former Gov. Black.

"If Mr. Canfield concludes to take action," said Lawyer John Delahanty, the gambler's counsel, to-day, "which is not unlikely, his counsel in the proceeding will be ex-Justice of the Supreme Court Fursman, not ex-Gov. Black."

"At this time I am not at liberty to say what we will do. We have the matter under advisement. At any rate, no proceedings will be inaugurated until we are through with the defense of Mr. Bucklin."

"I want to deny that Mr. Canfield has left the city. He is in the borough of Manhattan now and I could reach him in three minutes. He has no intention of leaving New York."

Despite the position of the District Attorney, it is known that Walbaum, looking for his partner, has had a consultation with former Gov. Black with a view of testing the legality of the raids of Monday night. Neither at the Thirty-third street house nor at Canfield's did the police make a demand for admission before they smashed their way in. The law provides that forcible entry must not be tried until admission has been refused.

"That is the law," said the District Attorney to-day. "I do not know whether Inspector Brooks demanded admission at Canfield's before he broke in the window. I was not there. But I

The Woman's Nocturnal Club, 37 West 12th st., elegant rest room; parcels checked free; all magazines; full newspapers; restaurant prices 1 to 5 cents."

venture to say that Mr. Canfield will take no action against Inspector Brooks.

"I did not reach Canfield's until after the police were on the inside. My object in going there was simply to aid the police by giving them legal advice. It is not true that I took Mr. Canfield to one side and threatened to subpoena members of the Union Club to go before the Grand Jury unless he admitted ownership of the place. He did not try to disguise the fact that he owned the house, and there was no occasion for threats."

"Talk of retaliatory legal proceedings on the part of the gamblers is foolish. When I was on the bench and making raids on gambling houses, I was taken before the Supreme Court no less than nine times by Justice Hoffman, representing Frank Farrell. I beat him every time. The Supreme Court was called upon to decide on every possible contingency affecting the legality of the raids, and in every case I was upheld."

"The work of cleaning out the gambling-houses is not ended, but I have been so misrepresented in the newspapers that I have decided to give out no more information concerning my plans. I have tried to be frank and honest with the press, but I seem to get the worst of it. Hereafter I shall keep my word to myself. I must refuse to say whether I contemplate bringing Canfield before the Grand Jury or not. All I have done is part of a definite plan."

"My information, which comes from a good source, is that most of the gambling-houses in town are closed. The few that are open admit only patrons who are well known. I do not believe that gamblers are moving out of the Tenderloin and opening houses in Harlem. My belief is that they have closed up for good—or at least until there is a change in conditions."

A gamblers' feud is said to be really responsible for the success of Detective Jacobs in securing the evidence that resulted in the raids. When the house at No. 33 West Thirty-third street was opened it was supposed to be the joint property of Frank Farrell, Gottfried Walbaum and W. T. Burbridge, and it was anticipated that the leading bookmakers in the Metropolitan Turf Association, which is the bookmakers' club, would make the house their headquarters. But they didn't. They stuck to John Daly's and Shang Draper's. Somebody introduced Jacobs to these houses and they were raided. The safes were found filled with the bank rolls and private papers of bookmakers. When Draper and Kelly found out the job that had been put up on them they determined to get back at their rivals. The upshot was that Jacobs was introduced to Farrell's and Ludlum's. It is thought that men met in those places may have introduced him at Canfield's.

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EXPERT JOB FOR BROOKLYN P. M.

Mr. Roberts Is Asked to Watch Letters Passing Through Office for Handwriting of Mr. Benny Wander.

SWEETHEART WANTS HIM.

Says She Was "Good to Him" and Bought Him Presents, but He Went Away from Kekomo and Didn't Leave His Address.

Politics, with all its attendant honors, in which he liberally shares, never presented anything like the opportunity for a lasting fame and name such as this morning's mail brought in out of the West to Postmaster Roberts, of Brooklyn.

Mr. Roberts's interesting correspondent has furnished him with all the intricacies of first-class melodramatic plot. She calmly hints at death, too, unless the leonine postmaster shall accept the unsought honor—and, with a life in the balance, he is in doubt as to his duty.

This is the letter which has stirred the sympathies of the postmaster: Kekomo, Nev., Dec. 2, 1908. To the Brooklyn Head Postmaster: Dear Sir—I enclose herewith the handwriting of the gentleman Benny Wander, so that you

should be kind enough to compare that handwriting with the handwriting that may be addressed through you. If such a letter of address is handed to him or such a letter addressed in his handwriting is handed to him, please let me know. In both cases my intention is to do out where or in what city he is.

I am engaged to that gentleman, and to say the truth I love him very much. He, through the advice of your postmaster, escaped me. I do not wish to see him personally. I treated him always kindly as a lady, bought him presents, loaned him money and did everything to please him. As a result of all that he abandoned me cruelly without saying why he leaves me.

I am broken-hearted to express my feelings except to you. I hope that you will sympathize with me, as I do not care to live without my Benny, and do me the favor I beg of you. Yours very obligate, JEANIE RADOLSKA.

P. S.—If you would save a life and heal a broken soul please answer. Miss RADOLSKA.

Postmaster Roberts is in a quandary and in the hope that if Mr. Benny Wander has wandered hither he will step up to the general delivery window, make his presence known, and relieve the "Head Postmaster" of much embarrassment, he gives the epistle publicity.

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Application will then be made by the Jonassens, through their attorneys, Hays & Hershfield, to have the bankruptcy proceedings dismissed, when it is believed that Meyer Jonassen will again take charge.

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